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Attorneys for Plaintiff
GLOBAL SOFTWARE RESOURCES, INC.,
a California corporation

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

GLOBAL SOFTWARE RESOURCES,
INC., a California corporation,

Plaintiff,

vs.

AKHIL JHAVERI, an individual,

Defendant.

Case No. CV 06-03054 VRW

**STIPULATION AND ~~[PROPOSED]~~
ORDER FOR DISMISSAL**

Judge: Hon. Chief Judge Vaughn R. Walker
Dept.: Courtroom 6, 17th Floor

IT IS HEREBY STIPULATED, pursuant to Federal Rule of Civil Procedure 41, by and between plaintiff Global Software Resources, Inc. ("GSR") and defendant Akhil Jhaveri ("Jhaveri"), that this matter be dismissed pursuant to the following terms:

1. The Settlement Agreement and Mutual Release (the "Agreement") executed by the parties hereto, with the effective date of October 6, 2006, is incorporated into this Stipulation and Order for Dismissal (the "Order") by reference as if fully set forth herein. The Court shall at all times retain exclusive jurisdiction over enforcement of this Order and the Agreement.

2. Pursuant to the Agreement, the Court shall dismiss with prejudice each of GSR's claims against Jhaveri, each party to bear its own costs, subject to the following: if Jhaveri fails to make any payment on the dates specified in the Agreement, GSR shall be entitled to the immediate entry of judgment against Jhaveri, said judgment to be in the form and setting forth the substance of the final judgment attached as Exhibit A to Exhibit 2 of the Agreement.

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3. Jhaveri specifically waives his right to object or assert any defense to entry of judgment pursuant to paragraph 2 above, except on the basis that actual, full and timely payment has been made in accordance with the Agreement.

4. Jhaveri specifically acknowledges that in the event he fails to make the payments described in paragraph 2 above and in the Agreement, then pursuant to the Agreement and California Code of Civil Procedure Section 664.6, GSR will be entitled to the immediate entry of judgment for the precise amount of the full balance then due, owing and unpaid at the time the judgment is entered.

IT IS SO STIPULATED.

Dated: November 1, 2006

GLOBAL SOFTWARE RESOURCES, INC.

By: /s/ Prem J. Hinduja
PREM J. HINDUJA
President & Chief Executive Officer

Dated: November 1, 2006

/s/ Akhil Jhaveri
AKHIL JHAVERI

APPROVED AS TO FORM.

Dated: November 1, 2006

COBLENTZ, PATCH, DUFFY & BASS, LLP

By: /s/ Naomi Rustomjee
NAOMI RUSTOMJEE
Attorneys for Plaintiff
GLOBAL SOFTWARE RESOURCES, INC.

Dated: November 1, 2006

LAW OFFICES OF JOHN P. LEWIS, JR.

By: /s/ John P. Lewis
JOHN P. LEWIS, JR.
Attorneys for Defendant
AKHIL JHAVERI

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PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: November 3, 2006



HONORABLE VAUGHN R. WALKER
CHIEF JUDGE
UNITED STATES DISTRICT COURT

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